

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

STERLING SAVINGS BANK, a
Washington state-chartered savings and
loan association,

Plaintiff,

vs.

TEAM NORTHWEST AUTOMOTIVE
LLC, and Oregon limited liability company,
SUNSET AUTOMOTIVE PARTNERS,
LLC, and Oregon limited liability company,
et al,

Defendants.

No. CV-05-0076-JLQ

ORDER GRANTING MOTION FOR
ENTRY OF JUDGMENTS AND
DIRECTING ENTRY OF
JUDGMENTS AGAINST TEAM
NORTHWEST AND SUNSET
AUTOMOTIVE PARTNERS

On October 31, 2005, the Plaintiff filed its Motion For Default Judgment against Team Northwest and Sunset Automotive Partners (C.R. 71). On November 7, 2005, this court entered its Order directing the Plaintiff to serve affidavits in accordance with Local Rule 55.1(b). An unsworn Declaration of Edward Orozco was filed on December 1, 2005. The court called the attention of counsel for the Plaintiff to the insufficiency of that unsworn Declaration. Thereafter, On December 21, 2005 a Supplemental Declaration of Mr. Orozco under the pains and penalties of perjury was filed and the court finds that sworn Declaration and the contents thereof to comply with Local Rule 55.1(b). The Plaintiff's Motion For Entry of Judgment (C.R. 71) is GRANTED.

Based upon the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Clerk of this court shall enter judgment in favor of the Plaintiff against Sunset Automotive Partners, LLC, an Oregon limited liability company in the

1 amount of \$500,000.00.

2 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Clerk of
3 this court shall entered judgment in favor of the Plaintiff against Team Northwest
4 Automotive, LLC, an Oregon limited liability company in the amount of \$2,623,783.69.
5 In addition the judgment against Team Northwest Automotive, LLC, shall provide:

6 1. Plaintiff's security interest in the Collateral subject to its Security Agreement
7 as described in the Complaint herein is hereby adjudged a first and paramount lien on
8 Team Northwest Automotive's inventory, chattel pater, accounts and general intangibles.
9 Team Northwest Automotive's interest in said Collateral is foreclosed and the Plaintiff
10 may dispose of said Collateral in a commercially reasonable manner according to the
11 terms of the Security Agreement.

12 2. Should any deficiency remain after application of the proceeds of sale of
13 Collateral, execution may be issued for any such deficiency against Team Northwest
14 Automotive.

15 3. Plaintiff shall file partial satisfactions of judgment as it executes and recovers
16 from any Defendant found responsible for the monies owing to Plaintiff herein.

17 The Clerk of this court shall enter this Order, enter judgments as provided herein,
18 and forward copies to counsel.

19 **DATED** this 23rd day of December 2005.

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21 s/ Justin L. Quackenbush
22 JUSTIN L. QUACKENBUSH
23 SENIOR UNITED STATES DISTRICT JUDGE
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